

AGREEMENT

between

BOROUGH OF CLOSTER

and

TEAMSTERS LOCAL 125

Effective Date: January 1, 2013

Expiration Date: December 31, 2016

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ARTICLE I PREAMBLE

This agreement entered into this _____ **DAY OF OCTOBER 2013** by and between the BOROUGH OF CLOSTER, in the County of Bergen, a Municipal Corporation of the State of New Jersey (hereinafter "BOROUGH") and TEAMSTERS LOCAL 125 (hereinafter "UNION") represents the complete and final understanding on all bargain able issues between the BOROUGH and the UNION.

ARTICLE II RECOGNITION

SECTION 1



The Borough of Closter hereby recognizes the Union as the sole and exclusive bargaining agent for all employees now employed or to be employed in the Sanitation, Garage Disposal, Streets and Roads, Parks, and Public Buildings, excluding Clerical Employees, Supervisory and Office Employees of the Borough of Closter in all those matters specifically provided for herein pertaining to wages, hours, and conditions of employment.

SECTION 2

The bargaining unit shall consist of all Sanitation, Garage Disposal, Streets and Roads, Parks, and Public Buildings, excluding Clerical Employees, Supervisory and Office Employees of the Borough of Closter.

SECTION 3

Wherever used herein the term "Employees" shall mean and be construed only as referring to a Sanitation, Garage Disposal, Streets and Roads, Parks, Public Buildings and employees covered by this agreement.

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ARTICLE III PRIOR AGREEMENTS

Upon the signing of this Agreement, the Union and Borough agree to incorporate all past agreements and amendments to make a full and complete contract for the years January 1, 2013 through December 31, 2016.



ARTICLE IV CHECK-OFF

- A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9e, as amended.

- B. A check-off shall commence for each employee who signs an authorization card, supplied by the Union and verified by the Borough Administrator, or his designee during the month following the filing of such card with the Borough.

- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the Borough written notice thirty (30) days prior to the effective date of such change and shall furnish the Borough with new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

- D. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Borough Administrator or his designee.

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E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Borough Administrator or his designee. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

F. **Thirty (30) work days in Union.**



A newly hired employee who works thirty (30) days will be given a check-off authorization card to join the Union. Such deductions shall be made in compliance with N.J.S.A. "RS" 52:14:15.9E, as amended.

G. **D.R.I.V.E**

The Employer agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one check the total amount deducted, along with the name of each employee on whose behalf a deduction is made. No such authorization shall be recognized if in violation of State and Federal law. No deductions shall be made which applicable law prohibits. The Borough agrees to check-off voluntary contributions with appropriate confidentiality safeguards.

ARTICLE V MAINTENANCE OR WORK OPERATIONS

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf with cause, shall authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employees from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance or the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Borough. The Union agrees that such action would constitute a material breach of this Agreement.

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B. In the event of a strike, slow-down, walkout or job action, it is covenanted and agreed that participation in any or all such activity by the Union member shall be deemed grounds for disciplinary action.

C. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned supporting any such activity by any other employee or group of employees of the Borough and that the Union will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and to return to work.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach of the Union or its members.

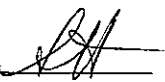

ARTICLE VI SALARIES

Tier 1 and Tier 2

Retro money will be available after the signing of this Agreement. The Tier 1 and Tier 2 salaries of employees and pay grades shall be increased as follows:

1. Effective January 1, 2013 2.0%
2. Effective January 1, 2014 2.0%
3. Effective January 1, 2015 2.0%
4. Effective January 1, 2016 2.0%

All present employees will be on the "NEW" pay scale as indicated in this 2013, 2014, 2015 and 2016 contract. Therefore, those individuals who had been on the old scale would be moved to the new scale, either laterally or at increment time. (Attached as Appendix A is a breakdown) It is understood that all employees hired after August 14, 1996 and prior to January 1, 2009 will be referred to as being Tier-2. It is understood that all employees hired after January 1, 2009 and prior to January 1, 2013 shall be referred to as Tier-3. It is understood that all employees hired after January 1, 2013 shall be known as Tier-4.

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ARTICLE VII PROBATIONARY PERIOD

All employees hired during the term of this Agreement shall serve a probationary period of ninety (90) days. The township may extend this period by an additional thirty (30) days by notifying the Union in writing. During this probationary period, the BOROUGH reserves the right to terminate a probationary employee for any reason. Employees so terminated shall not have recourse through the grievance procedure set forth in this Agreement.

There will be no vacation for a probationary employee; an employee completing his probationary period will be entitled to one (1) week vacation during the second six (6) month period of employment by receiving eighty-three hundredths (0.83) paid vacation days for each full month worked.

The probationary employee shall not receive a clothing allowance or CDL allowance during the probationary period.

ARTICLE VIII REGULAR WORK HOURS - OVERTIME AND STAND BY PAY

SECTION 1

Starting Time - Regular starting time on regular workdays is 7:00 A.M. All employees shall be ready at 7:00 A.M. Any employee arriving for work or not ready for work by 7:15 A.M. will be docked one-half ($\frac{1}{2}$) hour. Any employee arriving for work or not ready for work at 7:30 A.M. will be docked one (1) hours. Any employee arriving for work or not ready for work by 8:00 A.M. will be docked in one-half ($\frac{1}{2}$) hour increments until such time the employee arrives or is ready for work. Chronic tardiness may be subject to discipline in accordance with Closter's Personnel Manual. Employees are required to call in sick at least 30 minutes prior to their starting time.

SECTION 2

Quitting time - Quitting time on all regular days is 3:00 P.M. Any employee leaving before 3:00 P.M. without supervisory permission will have time docked and be subject to disciplinary action, which can include suspension, without pay, and/or termination of employment.

SECTION 3

Time Cards - It is the responsibility of each employee to punch his or her card in at time of arrival, and punch his or her card out at quitting time. Any employee failing to punch in or punch out each and every day is subject to the following management action:

First offense - verbal warning; second offense - written warning; third offense - one-day suspension without pay. This section will operate on an annual basis.

A. In the event an employee is required to "standby", it will be on a minimum of a weekly basis (Friday through the following Thursday) and compensated at \$175.00 (\$25.00 per day). If the employee performs work from 12:01am Monday to 11:59pm Saturday it will be paid at one and one-half (1-1/2) times the computed hourly rate, if work is performed on Sunday or a holiday it will be paid at two (2) times the computed hourly rate. No "standby" rate paid for days performing "standby" work. An employee would receive stand-by pay if they are called out and don't work a four (4) hour call-out; any call-out after 3:00AM Monday through Friday, would qualify for both stand-by and overtime since the hours worked would be less than four(4)hours; for example, if an employee gets called out at 5:00AM they would receive two (2) hours of overtime and the stand-by pay for that day. Effective January 1, 2013 standby compensation shall be at \$210.00 (\$30.00 per day).

B. Overtime shall be paid for all work performed in excess of the standard forty (40) hour work week at the rate of one and one-half (1-1/2) times the computed hourly rate excepting that overtime work performed on Sundays and Holidays will be paid at the rate of two (2) times the computed hourly rate.

C. Overtime work will be kept to a minimum, except in cases of emergency, and must be authorized in advance by the department head. The reasons for the granting of overtime shall be noted on the time report and certified by the department head.

D. Overtime shall be paid by compensation. In accordance with the Fair Labor Standards Act, 29 USCA 201 et seq., compensatory time off shall not be granted.

E. Working hours and daily schedules of employees will be arranged to fit the needs of the BOROUGH. There is no guarantee of hours. Employees will be required to work overtime and during non-scheduled periods when the necessities of the BOROUGH demand such work. In administering the requirement to work overtime, the BOROUGH will make a reasonable effort to excuse employees who have personal commitments. This will not reduce the employee's obligation to work overtime when assigned. The Superintendent will use his best efforts to assign any required overtime to those employees who volunteer for it.

F. Each employee working overtime shall receive a copy of the overtime voucher, which shall be numbered. When the employee is paid for overtime, the BOROUGH check shall reference that overtime voucher number.

G. Overtime shall be distributed as equally as practical among employees capable of performing the work available. However, should all employees capable of performing overtime on an overtime basis refuse the work available, the Borough shall have the right to schedule such overtime amongst the employees capable of performing the work on the basis of the reverse order of seniority. Overtime will be distributed on a rotating basis starting with the most senior employee.

H. In the event an employee is called back to work after he finished work for the day, for overtime, which is not contiguous to the normal workday, he shall be paid for a minimum of four (4) hours at the overtime rate.

ARTICLE IX VACATIONS

The following vacation is applicable to all present employees in the Unit:

Tier 1

1. Employees hired prior to December 31 in any calendar year will receive eighty-three hundredths (0.83) paid vacation days for each full month worked.
2. After one (1) year of continuous employment by the BOROUGH:
Ten (10) workdays.
3. After five (5) years of continuous employment by the BOROUGH:
Fifteen (15) workdays.
4. After ten (10) years of continuous employment by the BOROUGH:
Twenty (20) workdays.
5. After fifteen (15) years of continuous employment by the BOROUGH:
Twenty-five (25) workdays.

Tiers 2, 3, 4

6. All employees (Tiers 2, 3, 4) hired after August 14, 1996 will receive vacation as present employees with the exception of a maximum/cap of twenty (20) workdays.

TIERS 1, 2, 3 & 4 ARE SUBJECT TO THE FOLLOWING:

- A. All vacation time shall be used in the current year and shall not be accumulated without the prior approval of the Superintendent of Public Works and further subject to any special provision that the Superintendent of Public Works, in its reasonable discretion determine to be in the best interest of the BOROUGH.



- B. All employees shall submit requests for vacation at least one (1) month in advance to the Superintendent of Public Works.

- C. A vacation period of one (1) week must be taken at one time. Vacation periods of more than one (1) workweek may be taken in consecutive weeks upon approval by the Superintendent of Public Works, or, in the case of the Superintendent of Public Works, upon the approval of the Borough Administrator. However, vacation periods of two (2), three (3) or four (4) workweek periods may, at the option of the employee, be divided into weekly periods.

- D. The time of the year of the vacation shall be determined by the Superintendent of Public Works with due regard for the wishes of the employee and with particular regard for the needs of the Department. Insofar as possible, the employee with the longest continuous service shall have preference in the assignment of vacation periods.

- E. Vacations shall be so scheduled as to obviate the need for temporary increases in personnel. Schedules shall be subject to any adjustments necessary for the best interest of the Department. No changes in vacation schedules shall be permitted by the employees, except by permission of the Superintendent of Public Works.

- F. No refund of vacation time shall be allowed to illness incurred while on vacation leave.

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G. Employees shall be entitled to the provisions of the Borough Code set forth at Section 48-8D, which reads: This section does not apply to employees hired on or after January 1, 2009. *

Employees hired before January 1, 2009 will will accrue two (2) extra days paid vacation for each completed year of their employment up through fifteen (15) years of such employment and three (3) extra days for each completed year in excess of fifteen (15) years. Such accrued vacation will be granted only upon termination of employment with the Borough. No employee who has been discharged from the employ of the Borough of Closter shall be eligible for any of the benefits as described in this Section D.

* Due to the fact the above ordinance was adopted after the 2009 contract the effective date for this bargaining unit shall be January 1, 2013.

ARTICLE X LONGEVITY

Tier-1

There shall be paid to each present full-time employee a longevity pay of one (1%) percent of each such employee's current years base salary for each three (3) years of completed service to the Borough. After completion of the first three (3) year period of service, the employee shall in addition receive as longevity pay, one-third (1/3) of one (1) percent of the current year's base salary for each additional year of completed service with a cap of 10%. Payments under this section shall be made at the time of regular salary payments. Computation of time of employment for purpose of this section shall be from January 1 of the initial year of employment.

Tier-2

Newly hired employees after August 14, 1996 will not receive a longevity of one percent (1%) until the completion of the (6th) sixth year and then receive one-third (1/3) of one percent (1%) for each year of service to a maximum of ten percent (10%).

Tier-3

Newly hired employees after January 1, 2009 will not receive a longevity of one percent (1%) until the completion of the (8th) eighth year and then receive one-third (1/3) of one percent (1%) for each year of service to a maximum of ten percent (10%).

Tier-4

Employees hired after January 1, 2013 shall not receive longevity payments.



ARTICLE XI REPLACEMENT OF TOOLS

BOROUGH acknowledges that mechanic's tools are his or her private property to be used for the workings of the Department. The **BOROUGH** will compensate the mechanic eight hundred (\$800.00) dollars per each year of the Agreement for the replacement and purchase of tools. If speciality tools are needed, the Borough will review the request and if the purchase is made the tool(s) become property of the Borough of Closter.

ARTICLE XII SENIORITY

SECTION 1

The Employer shall establish and maintain a seniority list of employees, names and dates of employment from date of last hire in a Department basis, the employee with the longest length of continuous and uninterrupted Department service to be placed at the top of said seniority list. The name of all employees with shorter length of continuous service shall follow the name of such senior employee, in order, until the name of the employee with the shortest length of service appears at the end of the list. The seniority of each employee shall date from the employee's date of last hiring with the Employer.

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SECTION 1-a

The Departments shall be separate and distinct, one being the Road Department, one being Sanitation , and one being Public Buildings.

Department entity shall prevail. In the event of a temporary absence or shortage of personnel, the Employer shall fill the same in the following manner:



1. The Employer shall offer the vacancy to the highest senior person, if declined by all senior persons, the least senior person must accept assignment.
2. If no replacement is available in the higher classification, the Employer will fill the vacancy from the lesser classification with the highest seniority qualified.
3. If no qualified employees are available within the given department, replacement will be sought from the other department(s) in the unit from like classification first, and thereafter as outlined in paragraphs (1) and (2) herein.

It is understood and agreed that employees within the Public Buildings Department shall be utilized for public buildings services only and will only be utilized for Road Department and Sanitation Department when the above criteria has been exhausted and no other employees are available.

ARTICLE XIII HOLIDAYS

A. All permanent employees shall receive thirteen (13) holidays with compensation at the regular rate for daily compensation in each calendar year. The holiday schedule shall include the following holidays:

1. New Year's Day
2. Martin Luther King, Jr., Day
3. Floating Holiday (1)

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4. President's Day (third Monday in February)
5. Good Friday
6. Memorial Day (last Monday in May)
7. Independence Day (July 4th)
8. Labor Day (first Monday in September)
9. Columbus Day
10. Election Day (first Tuesday in November)
11. Veteran's Day
12. Thanksgiving Day (fourth Thursday in November)
13. Christmas Day

Street & Road Department employees who work on Election Day shall receive the Day after Thanksgiving as a holiday. Street & Road Department employees who work on Veteran's Day shall, with the permission of the Superintendent of Public Works whose permission shall not be unduly withheld, have a floating holiday, subject to availability.

B. If a holiday falls on a Sunday, it is ordinarily observed on the following Monday. If the holiday falls on Saturday, it is ordinarily observed on the previous Friday.

C. In order to be entitled to the above paid holidays, the employee must work the regular workdays before and after the holiday, except that if a holiday falls within an employee's vacation, the employee will receive an additional day of vacation.

D. Where it is necessary to maintain service requiring an employee to work on an official holiday, that employee may be compensated by being permitted to take an equal amount of time off with pay on a regular working day at a time approved by the department head.

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E. Should an official holiday occur when an employee is on sick leave, he shall not have the holiday charged against his sick leave. Except for vacation and holidays, there shall not be any additional (personal days) granted.

ARTICLE XIV BEREAVEMENT LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event shall said leave exceed five (5) days.

B. The term immediate family includes parent, step-parent, guardian, spouse, civil union partner, brother, sister, son, daughter, step child, grandparent or grandchild, as well as daughter-in-law, son-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law as well as the equivalent relatives of a civil union partner.

C. Reasonable verification of the event may be required by the Borough.

D. Such bereavement leave is not in addition to any holiday, day off, vacation leave, or compensatory time off falling within the time of bereavement.

E. An employee may make a request of the Borough Administrator or his designated representative for time off to attend a funeral separate and distinct from bereavement leave. The Borough Administrator or his designated representative, if reasonable, will grant such request, for a reasonable time. It shall be charged, at the option of the employee, either as a sick day or against accumulated compensatory time off, or against any unused vacation leave.

ARTICLE XV INSURANCE

A. The BOROUGH shall provide hospitalization insurance coverage and major medical and dental insurance in effect on the date of execution of this Agreement at no cost to the employee subject to Paragraph "G" below.

B. The BOROUGH has the right to change insurance carriers or institute a self-insurance plan as long as the same or substantially similar type benefits as provided by the existing insurance carrier's contract are provided.

C. The BOROUGH shall provide an eyeglass plan to the employees only (no spouse, family or dependent coverage) at a cost of not to exceed fifteen (\$15.00) dollars per month per employee. Any additional cost above fifteen (\$15.00) dollars per month per employee shall be borne by the employee by deducting that amount from the employee's first weekly paycheck in each and every month.

D. BOROUGH at its expense will provide short and long term disability insurance policy for each employee.

E Retired Employees are also entitled to coverage under the plan. Retired Employees pay (50%) fifty percent of premium cost of coverage under the plan and the Borough of Closter co-pays (50%) fifty percent of premium cost if the retired Employee meets certain requirements, including attaining at least (62) sixty-two years of age and at least (15) fifteen years of service. If the retired Employee is paying the partial cost of coverage, the monthly premium will be deducted from such retired Employee's pension on a monthly basis or as otherwise established by the New Jersey State Health Benefits Program.

F. The Borough provides a program wherein covered Employees shall have the individual option to exercise an insurance waiver. Waiver shall only be permitted where the Employee has access to alternative medical coverage. It is the Borough's responsibility to ensure that the alternative coverage is maintained and that the Borough's plan is available to the Employee upon termination of said alternative coverage.



Employees electing such waiver will receive twenty-five (25%) percent or \$5,000 whichever is less, of the cost of the Borough's insurance premium for the waived coverage. The payment will be made in a single direct check at the end of each calendar year. This payment is taxable to the Employee.

G. All current and future employees of the Borough of Closter shall pay a portion of their health insurance premiums as mandated by Chapter 2, PL 2011 or any successor laws.

ARTICLE XVI SICK DAYS LEAVE AND BANK



The BOROUGH wishes to reinforce that the concept of sick days is to compensate dedicated employees in times of illness so that they would not be penalized by losing salary. Therefore, sick days are to be used when somebody is ill.

Tier-1 present employees to freeze all the sick day bank at the 1996 level. The present employees would receive the benefit of that sick bank by either using it for illness or receiving compensation upon retirement as has been past practice.

There will be 15 days sick leave granted to each employee. However, they would be non-accumulative. Employees who did not use their 15 days or any portion of those 15 days, would be rewarded at year end by receiving the amount equal to 50% pay for any days not utilized. The BOROUGH, in recognizing the concerns of employees and in its desire to protect employees, has instituted a short-term and long-term disability insurance policy to replace the sick bank concept. The short and long-term disability policy would be at the Borough's expense.

ARTICLE XVII PROMOTIONS

- A. It is the intent of the parties that prospectively, from the date of execution of this Agreement, employees shall move up a grade in pay on the annual anniversary of their date of employment if they have provided satisfactory service to the Borough.
- B. Whether or not an employee shall have provided satisfactory service to the Borough is to be based upon objective criteria such as absenteeism beyond contractually allotted sick days, lateness, absence without authorization, failure to respond to call-in, written warnings and other discipline for failure to perform duties, for poor performance, for insubordination and the like. Such criteria shall be placed in a performance appraisal form to be agreed upon by the parties hereto.
- C. Performance appraisals shall be performed and provided to employees every six months (i.e., a six month interim and annual) and the Borough shall, upon such appraisals, make a determination as to whether an employee is providing satisfactory service to the Borough. If an employee is deemed not to be providing satisfactory service to the Borough, he shall be advised in writing upon the appraisal as to exactly what improvement in performance he must make in order to be deemed to be providing satisfactory service to the Borough.
- D. Upon the annual anniversary date of employment of the annual appraisal, whichever comes first, the employee shall be provided with a grade increase unless his performance is deemed to be unsatisfactory. If his performance is deemed to be unsatisfactory, the employee shall be terminated, subject to the good and just cause standard for discharge set forth in the contract and the grievance arbitration provisions of the contract.
- E. Notwithstanding the above, the parties acknowledge that a number of long term employees may have failed to have been given grade increases over the years even though their performance may have warranted such increases.

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The Borough agrees that it shall give due consideration to the lack of such grade increases in prior years to those long term employees in determining whether to grant grade increases in excess of those provided above to these employees on or before the annual anniversary of their date of employment.

F. It is agreed the appraisals shall be performed by supervisory personnel without consideration of whether the appraisal result will warrant an increase in grade for the affected employee.

ARTICLE XVIII GRIEVANCE PROCEDURE

SECTION 1



A grievance shall be a claim made by an employee that said employee has been harmed by the interpretation or application of this Agreement.

SECTION 2

A grievance to be considered under this procedure must be initiated in writing within ten (10) calendar days from the time when the cause for grievance occurred, and the procedure following shall be resorted to as the sole means of obtaining adjustment of the grievance. (If the grievance is unanswered by Management within the time limits, it is assumed that the grievance is denied and the Union has the absolute right to proceed to the next step).

SECTION 3 PROCEDURE

a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.

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(If the grievance is unanswered by Management within the time limits, it is assumed that the grievance is denied and the Union has the absolute right to proceed to the next step).

b. The grievance, when it first arises, shall be taken up orally between the employee, the Shop Steward, and the Supervisor. The Supervisor shall within five (5) working days thereafter give an oral or written decision on the grievance. (If the grievance is unanswered by Management within the time limits, it is assumed that the grievance is denied and the Union has the absolute right to proceed to the next step).

c. If no satisfactory settlement is reached during the first informal conference, then such grievance shall be reduced to writing and the Shop Steward shall serve the same upon the Employer. Within three (3) working days thereafter, the grievance shall be discussed between the Superintendent of Public Works and a representative of the Union.

A written decision shall be given to the Union within three (3) working days thereafter. (If the grievance is unanswered by Management within the time limits, it is assumed that the grievance is denied and the Union has the absolute right to proceed to the next step).

d. If the decision given by the Superintendent of Public Works to the Union does not satisfy the grievance, the Union shall notify the Borough Administrator within three (3) working days, of its desire to meet with the Borough Administrator who shall meet with a representative of the Union within five (5) working days after receipt of the notice. A written decision shall be given to the Union within seven (7) working days thereafter. (If the grievance is not answered within the time limit, the Township shall be considered as deciding the grievance in favor of the employee who filed the grievance).

e. In the event the grievance is not satisfactorily settled by the meeting between the respective Borough Administrator and the representative of the Union, then both parties agree that within ten (10) calendar days either party may request the New Jersey State Board of Mediation to aid them in the selection of an Arbitrator, according to the rules and regulations of the Board, who shall have full power to hear and determine the dispute and the Arbitrators decision shall be final and binding.

SECTION 4

The arbitrator shall have no authority to change, modify, substitute, add to, or subtract from the provisions of this Agreement. No dispute arising out of any questions pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement. Attendance at an arbitration hearing shall be limited to parties that have a direct interest in the outcome of said hearing, such as witnesses and major representatives of each party.



SECTION 5

The Employer and the Union shall share the cost of the arbitration, other than the costs incurred individually by the parties in the preparation and presentation of their case to the arbitrator, equally.

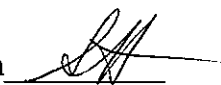
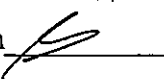
ARTICLE XIX MANAGEMENT RIGHTS

A. The Borough of Closter hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing and following rights:

1. The executive management and administrative control of the Borough Government and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.

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2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, as well as duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.
4. To hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign or retain employees in positions within the Borough, providing no current Employee is displaced.
5. To set rates of pay for temporary or seasonal employees.
6. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.
7. Nothing contained herein shall prohibit the Borough from contracting out any work.
8. To layoff employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.
9. The Borough reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the DPW Department.

Borough 
Union 



B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations, Code of Conduct and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40A:-1-1 et seq. or any other national, state, county or local laws or regulations.

ARTICLE XX MILITARY LEAVE

The Borough agrees to provide all employees with Military Leave in accordance with Federal and State Statutes.

Any full-time employee who is a member of the National Guard or reserve components of the military or naval service of the United States and is required to perform active duty for training periods shall be granted a leave of absence with pay for the period of such training. The amount of such paid leave, unless the employee elects to use his annual vacation leave, shall be the difference between the employee's salary for the leave period and the amount of money received from the state or federal government for such service. When an employee has been called to active duty or inducted into the military or naval forces of the United States, he shall automatically be granted an indefinite leave of absence without pay for the duration of such active service. However, in order that the employee may be reinstated without loss of privileges or seniority, he must report for duty with the Borough within sixty (60) days following his honorable discharge from the military service.

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ARTICLE XXI JURY LEAVE

A. A regular full-time employee who loses time from his job because of jury duty as certified by the Clerk of the Court shall be paid by the Borough the difference between his daily base rate of pay (up to a maximum of eight (8) hours) and the daily jury fee, up to a maximum of five (5) days per year, subject to the following conditions:

1. The employee must notify the Superintendent of Public Works immediately upon receipt of a summons for jury service.
2. The employee has not voluntarily sought jury service.
3. If an Employee is required to attend jury duty on a day that the Employee has scheduled paid time off such as a vacation day then the Employee shall be paid pursuant to paragraph A above and shall have his/her paid time off credited back.
4. The employee submits adequate proof of the time served on the duty and the amount received for such service.

B. If on any given day an employee is attending jury duty, he or she is released by the Court prior to twelve o'clock (12:00) p.m., that employee shall be required to return to work by one o'clock p.m. that day in order to receive pay for that day.

ARTICLE XXII MISCELLANEOUS PROVISIONS

A. **CLOTHING and SHOE ALLOWANCE**

Each employee shall receive annually, a (\$800.00) eight hundred dollar annual clothing and shoe allowance using the voucher system.

B. **MEAL PROVISION/VOUCHERS**

The Superintendent of the Department of Public Works will provide meals or a voucher, when necessary, after eight (8) hours of work.

C. **REST PERIOD**

There will never be a time when members of the department will be required to operate machinery over sixteen (16) hours in any one period. Facilities will be provided and under the direction of the Superintendent, rest periods, when used, will be approved.

D. **DRUG AND ALCOHOL TESTING POLICY**

The Borough's Drug and Alcohol Policy is attached as "Appendix B"

E. **FAMILY LEAVE ACT**

The Borough's will follow the Federal guidelines dealing with family leave mandates.

F. The Borough will grant one (1) set of rain gear, per employee per year.

G. The Borough shall provide first aid kits in all Public Works vehicles.

H. Any new employee prior to being employed shall submit to a physical examination to be arranged for and paid for by the Borough.

I. **BULLETIN BOARDS**

The Borough shall permit the Union appropriate use of bulletin boards customarily used to post notices to members of the unit, for the purpose of posting notices dealing with proper and legitimate Union business and activities and concerning other appropriate notice with respect to the welfare of employees in this unit. Each Union notice to be posted shall be sent to the Superintendent of Public Works with a covering letter authorizing the posting of such notice, and signed notice, and signed by an officer of the Union, over the seal of the Union organization.

J.

ACCESS TO PERSONNEL RECORDS:

The official personnel file for each employee shall be maintained by the Borough Administrator or his/her designee. Personnel files are confidential records that must be secured in a locked cabinet and will only be available to authorized managerial and supervisory personnel on a need-to-know basis. Records relating to any medical condition will be maintained in a separate file. Electronic personnel and medical records must be protected from unauthorized access.

Upon request, employees may inspect their own personnel files at a mutually agreeable time on the Borough premises in the presence of the Borough Administrator or his/her designee or a designated supervisor. The employee will be entitled to see any records used to determine his or her qualification for employment, promotion or wage increase and any records used for disciplinary purposes. Employees may not remove any papers from the file.

Employees will be allowed to have a copy of any document they have signed relating to their obtaining employment. Employees may add to the file their version of any disputed item.

Personnel files do not contain confidential employee medical information. Any such information that the Borough may obtain will be maintained in separate files and treated at all times as confidential information. Any such medical information may be disclosed under limited circumstances in accordance with any applicable legal requirements.

The Borough endeavors to maintain the privacy of personnel records. There are limited circumstances in which the Borough will release information contained in personnel or medical records to persons outside the Borough. These circumstances include:

- In response to a valid subpoena, court order or order of an authorized administrative agency;

- To an authorized governmental agency as part of an investigation of the Borough's compliance with applicable law;
- To the Borough's agents and attorneys, when necessary;
- In a lawsuit, administrative proceeding, grievance or arbitration in which the employee and the Borough are parties;
- In a workers' compensation proceeding;
- To administer benefit plans;
- To an authorized health care provider;
- To first aid or safety personnel, when necessary; and
- To a potential future employer or other person requesting a verification of your employment although information shall be limited to dates of hire and salary history unless the employee authorizes the release of additional information.

K. **RESIGNATION**

a. An Employee who wishes to resign from the borough service shall give his or her office or department head at least two (2) weeks prior written notice of his or her resignation. Any Employee so resigning shall not take his or her earned annual vacation time during said two-week notice period, unless approved Superintendent of Public Works.

Borough 

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b. Any Employee failing to give at least two (2) weeks notice shall forfeit his or her accrued vacation time or any type of compensation in lieu of vacation.

c. Any Employee who does not submit his or her resignation in compliance with the provisions in this section or who is absent from work for a period of three (3) or more days without notifying the Superintendent of Public Works of the reasons for his or her absence and of his or her intention to return to work may be considered as having resigned without notice.

d. Any Employee who fails to return to his or her duties within three (3) days after the expiration date of an authorized leave period without notifying the Superintendent of Public Works shall be considered as having resigned without notice, provided that the failure to give notice was not caused by unavoidable circumstances.

L. **EQUIPMENT OPERATORS**

There shall be a minimum of (6) six Equipment Operators, excluding the Superintendent and the Borough Mechanic. The Borough reserves the exclusive right to increase the number of Equipment Operators to suit the needs of the Borough.

M. **TIER 3**

It is understood that the terms and conditions for Tier 3 Employees are identical to Tier 2 Employees with the exception of the terms and conditions in Article X, LONGEVITY.

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N. **TIER 4**

It is understood that the terms and conditions for Tier 4 Employees are identical to Tier 2 and Tier 3 Employees with the exception of the terms and conditions in Article X
LONGEVITY.

ARTICLE XXIII FULLY-BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, nor whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

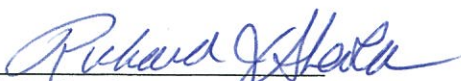
ARTICLE XXIV DURATION OF AGREEMENT


This Agreement shall be effective from January 1, 2013 and shall terminate on December 31, 2016. This Agreement shall continue in full force and effect after its termination date until the execution of the successor agreement between the parties.

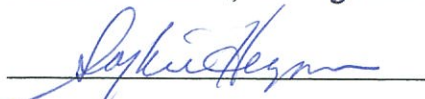
IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written:

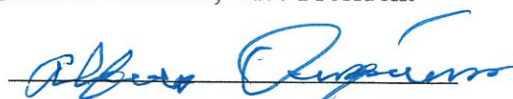
Borough of Closter


Teamsters Local 125



Richard J. Sheola, Borough Administrator




David Baumann, Vice President


Sophie Heymann, Mayor


Alphonse Diasparra, Shop Steward


Alissa Latner, Councilperson


Loretta Castano, Borough Clerk

Borough 
Union 

APPENDIX

A

**Department of Public Works Salary Guide
2013 through 2016**

Sanitation Section

	2.00%		2012		2013 ~2%		2014 ~ 2%		2015 ~ 2%		2016 ~ 2%	
	w/o CDL	w/ CDL	w/o CDL	w/ CDL	w/o CDL	w/ CDL	w/o CDL	w/ CDL	w/o CDL	w/ CDL	w/o CDL	w/ CDL
<u>Sanitation Leader</u>	\$71,165	\$78,555	\$72,588	\$80,126	\$74,040	\$81,729	\$75,521	\$83,363	\$77,031	\$85,030		0

Driver/Collector

	w/o CDL	w/ CDL	w/o CDL	w/ CDL	w/o CDL	w/ CDL	w/o CDL	w/ CDL	w/o CDL	w/ CDL	w/o CDL	w/ CDL
Starting	\$41,310	\$48,701	\$42,136	\$49,675	\$42,979	\$50,669	\$43,838	\$51,682	\$44,715	\$52,716		
Grade 4	\$45,206	\$52,597	\$46,110	\$53,649	\$47,032	\$54,722	\$47,973	\$55,816	\$48,932	\$56,933		
Grade 3	\$47,798	\$55,189	\$48,754	\$56,293	\$49,729	\$57,419	\$50,724	\$58,567	\$51,738	\$59,738		
Grade 2	\$54,289	\$61,681	\$55,375	\$62,915	\$56,482	\$64,173	\$57,612	\$65,456	\$58,764	\$66,765		
Grade 1	\$60,777	\$68,169	\$61,993	\$69,532	\$63,232	\$70,923	\$64,497	\$72,341	\$65,787	\$73,788		
Maximum	\$67,269	\$74,660	\$68,614	\$76,153	\$69,987	\$77,676	\$71,386	\$79,230	\$72,814	\$80,814		

Collector Section

Starting	\$40,918	\$48,310	\$41,736	\$49,276	\$42,571	\$50,262	\$43,423	\$51,267	\$44,291	\$52,292		
Grade 3	\$47,388	\$54,779	\$48,336	\$55,875	\$49,302	\$56,992	\$50,289	\$58,132	\$51,294	\$59,295		
Grade 2	\$53,854	\$61,245	\$54,931	\$62,470	\$56,030	\$63,719	\$57,150	\$64,994	\$58,293	\$66,294		
Grade 1	\$60,322	\$67,713	\$61,528	\$69,067	\$62,759	\$70,449	\$64,014	\$71,858	\$65,294	\$73,295		
Maximum	\$66,790	\$74,181	\$68,126	\$75,665	\$69,488	\$77,178	\$70,878	\$78,721	\$72,296	\$80,296		

Street & Road Section

<u>Leader</u>	\$75,720	\$83,112	\$77,234	\$84,774	\$78,779	\$86,470	\$80,355	\$88,199	\$81,962	\$89,963		
Equip Operator - start	\$49,883	\$57,275	\$50,881	\$58,421	\$51,898	\$59,589	\$52,936	\$60,781	\$53,995	\$61,996		
Grade 3	\$54,555	\$61,947	\$55,646	\$63,186	\$56,759	\$64,450	\$57,894	\$65,739	\$59,052	\$67,053		
Grade 2	\$60,402	\$67,793	\$61,610	\$69,149	\$62,842	\$70,532	\$64,099	\$71,942	\$65,381	\$73,381		
Grade 1	\$66,253	\$73,644	\$67,578	\$75,117	\$68,930	\$76,619	\$70,308	\$78,152	\$71,714	\$79,715		
Maximum	\$72,288	\$79,680	\$73,734	\$81,274	\$75,208	\$82,899	\$76,713	\$84,557	\$78,247	\$86,248		

Driver-Laborer Section

Starting	\$41,310	\$48,701	\$42,136	\$49,675	\$42,979	\$50,669	\$43,839	\$51,682	\$44,715	\$52,716		
Grade 4	\$45,206	\$52,597	\$46,110	\$53,649	\$47,032	\$54,722	\$47,973	\$55,816	\$48,932	\$56,933		
Grade 3	\$47,798	\$55,189	\$48,754	\$56,293	\$49,729	\$57,419	\$50,724	\$58,567	\$51,738	\$59,738		
Grade 2	\$54,289	\$61,681	\$55,375	\$62,915	\$56,482	\$64,173	\$57,612	\$65,456	\$58,764	\$66,765		
Grade 1	\$60,777	\$68,169	\$61,993	\$69,532	\$63,232	\$70,923	\$64,497	\$72,341	\$65,787	\$73,788		
Maximum	\$67,269	\$74,660	\$68,614	\$76,153	\$69,987	\$77,676	\$71,386	\$79,230	\$72,814	\$80,814		
Mechanic	\$82,347	\$89,739	\$83,994	\$91,534	\$85,674	\$93,364	\$87,387	\$95,232	\$89,135	\$97,136		

Transfer Station

8 hours	\$323		\$329		\$336		\$343		\$350			
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Tier 2

Driver Laborer Driver Collector	2012		2013 ~2%		2014 ~ 2%		2015 ~ 2%		2016 ~ 2%	
	w/o CDL	w/ CDL	w/o CDL	w/ CDL	w/o CDL	w/ CDL	w/o CDL	w/ CDL	w/o CDL	w/ CDL
Starting	\$39,748	\$47,140	\$40,543	\$48,083	\$41,354	\$49,044	\$42,181	\$50,025	\$43,025	\$51,026
Grade 8 (bal of 1st yr)	\$42,285	\$49,677	\$43,131	\$50,671	\$43,993	\$51,684	\$44,873	\$52,718	\$45,771	\$53,772
Grade 7	\$44,823	\$52,214	\$45,719	\$53,258	\$46,634	\$54,323	\$47,567	\$55,410	\$48,518	\$56,518
Grade 6	\$47,360	\$54,751	\$48,307	\$55,846	\$49,273	\$56,963	\$50,259	\$58,102	\$51,264	\$59,264
Grade 5	\$49,896	\$57,288	\$50,894	\$58,434	\$51,912	\$59,602	\$52,950	\$60,794	\$54,009	\$62,010
Grade 4	\$52,434	\$59,706	\$53,483	\$60,900	\$54,552	\$62,118	\$55,643	\$63,360	\$56,756	\$64,628
Grade 3	\$54,971	\$62,362	\$56,070	\$63,609	\$57,192	\$64,881	\$58,336	\$66,179	\$59,502	\$67,503
Grade 2	\$57,508	\$64,899	\$58,658	\$66,197	\$59,831	\$67,521	\$61,028	\$68,871	\$62,249	\$70,249
Grade 1 (Max)	\$60,045	\$67,436	\$61,246	\$68,785	\$62,471	\$70,160	\$63,720	\$71,564	\$64,995	\$72,995
Equipment Operator										
Starting	\$45,668	\$53,060	\$46,581	\$54,121	\$47,513	\$55,204	\$48,463	\$56,308	\$49,433	\$57,434
Grade 8 (bal of 1st yr)	\$49,051	\$56,442	\$50,032	\$57,571	\$51,033	\$58,722	\$52,053	\$59,897	\$53,094	\$61,095
Grade 7	\$52,434	\$59,825	\$53,483	\$61,022	\$54,552	\$62,242	\$55,643	\$63,487	\$56,756	\$64,757
Grade 6	\$55,817	\$63,208	\$56,933	\$64,472	\$58,072	\$65,762	\$59,233	\$67,077	\$60,418	\$68,418
Grade 5	\$59,200	\$66,591	\$60,384	\$67,923	\$61,592	\$69,281	\$62,824	\$70,667	\$64,080	\$72,080
Grade 4	\$62,582	\$69,974	\$63,834	\$71,373	\$65,110	\$72,801	\$66,413	\$74,257	\$67,741	\$75,742
Grade 3	\$65,965	\$73,356	\$67,284	\$74,823	\$68,630	\$76,320	\$70,003	\$77,846	\$71,403	\$79,403
Grade 2	\$69,348	\$76,740	\$70,735	\$78,275	\$72,150	\$79,840	\$73,593	\$81,437	\$75,065	\$83,066
Grade 1 (Max)	\$72,731	\$80,122	\$74,186	\$81,724	\$75,669	\$83,359	\$77,183	\$85,026	\$78,726	\$86,727

APPENDIX

B

Drugs and Alcohol Policy:

The Borough of Closter recognizes that the use of unlawful drugs and the abuse of alcohol pose a threat to the health and safety of all employees. Any employee who is observed by a supervisor or Department Manager to be intoxicated or under the influence of alcohol or drugs during working hours or is under reasonable suspicion of same shall be immediately tested and is subject to discipline up to and including termination. The supervisor or Department Manager will immediately report any reasonable suspicions to the Administrator.

An employee will be required to submit to alcohol, drug or controlled substance testing when the employee's work performance causes a reasonable suspicion that that employee is impaired due to current intoxication, drug or controlled substance use or in cases where employment has been conditioned upon remaining alcohol, drug, or controlled dangerous substance free following treatment. Refusal to submit to testing when requested may result in immediate disciplinary action, including termination. Supervisors or Department Managers that observe behavior constituting reasonable suspicion are required to institute testing and do not have the option of sending the employee home as an alternative.

The manufacturing, distribution, dispensation, possession, and use of alcohol or unlawful drugs on Borough premises or during work hours by employees is strictly prohibited.

Employees must notify their supervisor within five (5) days of conviction for a drug and/or alcohol violation in the workplace.

Employees who are required to maintain a Commercial Driver's License (CDL) are subject to random drug testing as required by the federal government.

Employees using prescription drugs that may affect job performance or safety must notify their supervisor or Department Manager who is required to maintain the confidentiality of any information regarding an employee's medical condition. Borough personnel who hold a Commercial Driver's License (CDL) are subject to the provisions of the Commercial Driver's Licenses Drug and Alcohol Testing Policy. (A program to assist employees who may have a drug/alcohol problem is provided through the Borough's Employee Assistance Program.)

No prescription drug should be used by any person other than the individual to whom it is prescribed. Such substances or non-prescription (over-the-counter) drugs should be used only as prescribed or indicated. Employees are prohibited from consuming prescription drugs that are not prescribed in their name on Borough property or while performing Borough business. Soliciting or distributing prescription drugs for or to other employees is also strictly prohibited.

